

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DALLAS LUCAS AND DONALD LENTNEK AS
TRUSTEES OF THE LOCAL 670 WELFARE FUND,
THE LOCAL 670 PENSION FUND AND THE LOCAL
670 ANNUITY FUND,

CIVIL ACTION NUMBER:
07 CV 5977 (MGC)

PLAINTIFF,

-AND-

THROGS NECK OPERATING COMPANY, LLC AND
THROGS NECK EXTENDED CARE FACILITY,

DEFENDANTS.
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STIPULATION OF
SETTLEMENT

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 10/30/07

WHEREAS, Stationary Engineers, Firemen, Maintenance and Building Service Union Local 670, RWDSU, UFCW ("Union") and Throgs Neck Operating Company, LLC and Throgs Neck Extended Care Facility (collectively referred to as "Defendants") were parties signatory to a collective bargaining agreement ("CBA"); and

WHEREAS, the within action was commenced by plaintiffs Dallas Lucas and Donald Lentnek as Trustees of the Local 670 Welfare Fund, the Local 670 Pension Fund and the Local 670 Annuity Fund (collectively referred to herein as "Funds") to recover contributions due to the Funds pursuant to the CBA; and

WHEREAS, plaintiffs and defendants have reached a settlement of the dispute between them and desire to memorialize same as a Stipulation of Settlement and Order.

NOW, THEREFORE, it is hereby stipulated, consented to and agreed, by and between plaintiffs and defendants that the within matter is hereby settled and discontinued, with prejudice, subject to the following:

1. The parties hereby that the defendant owed \$211,891 in principal contributions to the Fund for the period January 1, 2007 through June 30, 2007. The parties

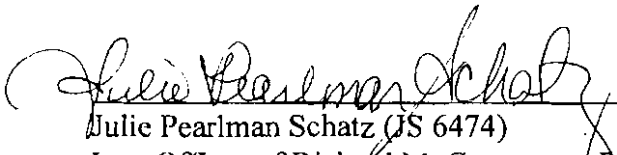
further acknowledge that said principal amount has been paid during the pendency of this litigation. In addition to the amounts above, defendant agrees to pay interest on late paid contributions in the amount of \$6,232.11, costs in the amount of \$425.00 and attorney's fees in the amount of \$1,500.00, for a total of \$8,157.11.

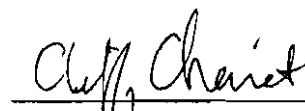
2. Defendant hereby agrees that it shall remit such payment upon execution of this Agreement.

3. The Funds agrees that said amount is in full and final settlement for unpaid contributions to the Funds, excluding any potential withdrawal liability claim(s).


4. Each and every obligation and benefit of this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors, assigns and representatives.

Agreed and Consented to this 29th day of October, 2007.


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SO ORDERED:

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U.S.D.J.

October 29, 2007